SIA “Total Transport”

General Terms and Conditions for the Road Carriage of Goods

English version

Version 1.3

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1. General Provisions and Definitions

1.1. These General Terms and Conditions for the Road Carriage of Goods (the “Terms”) govern the provision by SIA “Total Transport” (“Total Transport”) of cargo carriage and directly related services to legal entities and other persons acting in the course of their business or professional activities (the “Customer”).

1.2. These Terms apply exclusively to B2B relationships.

1.3. For the purposes of these Terms, CMR means the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, together with any protocols, amendments and supplements applicable to the relevant carriage and binding upon the relevant states. Where the relevant carriage falls within the scope of the CMR, the CMR shall apply directly and prevail over these Terms.

1.4. In respect of matters mandatorily governed by the CMR, these Terms do not alter the CMR regime governing liability, exemptions from liability, burden of proof, calculation of compensation, reservations, time limits, limitation periods or jurisdiction.

1.5. These Terms govern matters which the CMR leaves to the agreement of the parties or does not directly regulate, as well as Additional Services and other commercial relations between the parties. Each provision of these Terms shall apply only to the extent permitted by the CMR and other mandatory law.

1.6. Publication of these Terms, tariffs, routes or other information by Total Transport does not, in itself, constitute an obligation to accept any particular carriage.

Definitions

1.7. “Order” means the Customer’s offer for the performance of a specific carriage.

1.8. “Cargo” means goods, property or other items tendered for carriage.

1.9. “Services” means carriage and the services directly related to it provided by Total Transport.

1.10. “Additional Services” means services extending beyond ordinary carriage, including storage, additional loading or unloading, redelivery, special documentary, customs, security, temperature-control, handling and other separately agreed operations.

1.11. “CMR Carriage” means carriage falling within the scope of the CMR.

1.12. “in Writing” includes e-mail, messages exchanged through an agreed freight exchange platform and other electronic communications which identify the sender and allow the contents to be retained, unless mandatory law requires a different form.

1.13. “Authorised Representative of Total Transport” means a member of the management board or another person granted the relevant authority by Total Transport. A driver or ordinary operational employee is not authorised to accept increased liability, contractual penalties, a declared value, a special interest in delivery, COD, foreign jurisdiction, arbitration or any amendment to these Terms unless specifically authorised to do so.

1.14. “Claim” means a demand for monetary or other compensation in connection with an Order, the Cargo or the Services.

1.15. “Standard Cargo” means lawful cargo of standard characteristics which can be carried in a standard vehicle without special temperature, security, ADR, sanitary, permitting, loading or other special requirements.

1.16. “Contractual Delivery Point” means the exact unloading address stated in the Order and accepted by Total Transport, or another exact address subsequently and separately agreed by the parties in Writing.

1.17. “Fixed Delivery Deadline” means a specific delivery date and, where applicable, time, expressly and unambiguously confirmed by an Authorised Representative of Total Transport as a fixed and binding term.

2. Effective Period and Applicable Version

2.1. This version enters into force on 15 October 2026 and remains effective until a subsequent version enters into force.

2.2. Each Order is governed by the version of the Terms in force when Total Transport accepts that Order.

2.3. That version shall continue to govern all legal relations connected with the relevant carriage until they have been fully concluded, including:

a) performance of the carriage;

b) invoicing and payment;

c) Claims;

d) debt recovery;

e) out-of-court settlement;

f) court and arbitration proceedings, even if a new version is subsequently published.

2.4. Total Transport shall retain previous versions of the Terms so that the version applicable to a particular Order can be identified.

3. Incorporation of the Terms into the Contract

3.1. When confirming an Order, Total Transport shall send the Customer a link to the current version of these Terms or otherwise provide that version in a durable electronic form.

3.2. Total Transport's confirmation constitutes a counter-offer to perform the carriage exclusively:

a) on the commercial terms accepted under Section 4;

b) subject to these Terms;

c) in compliance with mandatory applicable law.

3.3. The Customer accepts these Terms:

a) by express confirmation in Writing;

b) where the Customer has previously accepted the current version in Writing and subsequently places a new Order; or

c) to the extent permitted by applicable law, where, after receiving Total Transport's confirmation and a link to these Terms, the Customer tenders or arranges the tender of the Cargo for carriage without first objecting in Writing.

3.4. For the Customer's first Order and following any change of version, Total Transport may require separate confirmation of these Terms and may decline to commence performance until such confirmation is received.

3.5. If the Customer objects to these Terms in Writing before tendering the Cargo, the contract shall be deemed concluded only after the parties have separately agreed the disputed terms in Writing.

3.6. Written acceptance of the current version applies to subsequent Orders until a new version enters into force, unless the parties agree otherwise in Writing.

4. Customer's Order and Priority of Terms

4.1. The Customer's Order constitutes an offer to enter into a contract of carriage.

4.2. By confirming an Order, Total Transport accepts from it exclusively:

a) the agreed freight charge;

b) the agreed payment term;

c) the agreed place of loading and Contractual Delivery Point, including their exact addresses where stated in the Order, and the route to the extent provided in these Terms;

d) the delivery period, subject to Section 11;

e) the type of Cargo;

f) the declared weight of the Cargo.

4.3. Loading and unloading times, time slots, contact persons, booking or reference numbers, gate numbers, gate instructions, contact details, warehouse technical instructions and similar information shall be treated as operational instructions unless these Terms or a separate written agreement expressly provide otherwise. Acceptance of such operational instructions does not constitute acceptance of any associated contractual penalties, increased liability, special interest in delivery or other additional legal terms of the Customer.

4.4. All other terms of the Customer's Order are expressly rejected and replaced by these Terms.

4.5. In particular, Total Transport does not accept the Customer's standard terms concerning:

a) contractual penalties;

b) liquidated damages;

c) administrative fees;

d) withholding or reduction of the freight charge;

e) unilateral set-off;

f) full, increased or unlimited liability;

g) reimbursement of the full cost of substitute carriage;

h) reimbursement of all downstream losses;

i) an original CMR consignment note as a condition of payment;

j) an extended payment term;

k) a prohibition on subcontracting;

l) a prohibition on transshipment or cross-docking;

m) pallet penalties;

n) non-circumvention penalties;

o) foreign jurisdiction;

p) arbitration;

q) deemed acceptance arising from silence or the expiry of a period of time;

r) penalties or charges relating to ETA, GPS or tracking, status updates, CMR, POD or documentation, a change of vehicle or actual route, or any other additional penalties or obligations.

4.6. Any additional or conflicting term is valid only if an Authorised Representative of Total Transport has separately, expressly and unambiguously accepted that specific term in Writing.

4.7. The confirmation must clearly identify the particular term being accepted.

4.8. None of the following constitutes acceptance of additional terms:

a) silence;

b) expiry of a period specified by the Customer for objections;

c) "OK";

d) "accepted";

e) "confirmed";

f) "noted";

g) "we will do our best";

h) "ASAP";

i) dispatch of a vehicle;

j) arrival for loading;

k) taking over the Cargo;

l) performance of the carriage;

m) the driver's signature on a CMR consignment note;

n) issue of an invoice;

o) operational correspondence or any other conduct.

4.9. In the event of conflict, the following order of precedence applies:

1) mandatory provisions of the CMR and other mandatory law;

2) individually agreed terms expressly accepted by the parties;

3) these Terms;

4) the terms of the Order listed in Clause 4.2.

4.10. The Customer's general terms, whether contained in the Order, an attachment, a hyperlink, a website, the reverse side of a document, an e-mail footer or a freight exchange platform, do not form part of this order of precedence.

Capacity Confirmation Window

4.11. Total Transport may unilaterally withdraw from an Order within five hours after sending its confirmation, provided that it notifies the Customer in Writing.

4.12. Such withdrawal is an agreed contractual right of Total Transport and does not constitute a breach of contract.

4.13. Solely by reason of Total Transport exercising the right under Clause 4.11, the Customer may not claim:

a) a penalty;

b) a cancellation fee;

c) any difference in substitute-carriage costs;

d) administrative costs;

e) loss of profit;

f) downstream charges;

g) any other loss, except where mandatory law expressly provides otherwise.

4.14. The five-hour right expires earlier if the Cargo has already been physically taken over by Total Transport or by an actual carrier engaged by it.

Actual Route

4.15. Unless otherwise expressly agreed, Total Transport may determine and reasonably alter:

a) the roads used;

b) border-crossing points;

c) ferry connections;

d) terminals;

e) stopping places;

f) intermediate operational points, provided that the agreed loading and delivery points are preserved and mandatory law is complied with.

Changes to the Order

4.16. Any post-confirmation change to:

a) the loading date or place;

b) the Contractual Delivery Point;

c) the number of addresses;

d) the Cargo;

e) its weight, dimensions or volume;

f) the vehicle;

g) temperature, security or ADR requirements;

h) any other material parameter, becomes binding only after written confirmation by Total Transport.

4.17. Following such a change, Total Transport may revise the freight charge and delivery periods or decline the amended Order.

Incomplete Order

4.18. Where, at the time of confirmation, any of the following necessary items are missing:

a) a booking;

b) a loading reference;

c) a slot;

d) a customs reference;

e) documents;

f) permits;

g) accurate Cargo particulars;

h) other information without which the carriage cannot reasonably be performed, acceptance of the Order is conditional upon the Customer providing the missing item in due time.

4.19. The Customer shall provide such information sufficiently in advance for performance to remain practically possible.

4.20. If the Customer fails to provide the necessary information in due time, or if information provided later materially changes the Order, Total Transport may suspend performance or withdraw from the Order without liability for that withdrawal where the inability to perform results from the missing or altered information.

5. Withdrawal by Total Transport after Five Hours and before Taking over the Cargo

5.1. This Section applies where Total Transport withdraws from an accepted Order after expiry of the period specified in Clause 4.11 but before physically taking over the Cargo.

5.2. The Customer's standard penalties and other charges relating to such withdrawal do not apply.

5.3. If mandatory applicable law entitles the Customer to compensation, Total Transport's liability is limited to the reasonable, documented, direct incremental cost of procuring materially comparable substitute carriage.

5.4. The incremental cost means only the positive difference between:

> **the reasonable cost of substitute carriage and the freight charge which the Customer would have paid to Total Transport under the cancelled Order.**

5.5. The calculation shall exclude:

a) the original Total Transport freight charge which is no longer payable as a result of the cancellation;

b) recoverable VAT;

c) any other recoverable taxes;

d) costs saved by the Customer;

e) penalties;

f) administrative costs;

g) internal costs;

h) loss of profit;

i) loss of customers or business;

j) production loss;

k) downstream penalties;

l) indirect or consequential loss.

5.6. To the fullest extent permitted by mandatory law, Total Transport's aggregate liability arising solely from such withdrawal shall not exceed the lesser of:

a) the actual incremental cost calculated under Clause 5.4; and

b) 20% of the agreed freight charge.

5.7. To recover compensation, the Customer must prove:

a) the original Order;

b) the fact and exact time of Total Transport's withdrawal;

c) the need for substitute carriage;

d) the order placed with the substitute carrier;

e) the commercial reasonableness of the substitute price;

f) comparability of the route, Cargo, equipment, timing and scope of services;

g) the substitute carrier's invoice;

h) actual payment or a final and binding obligation to pay;

i) the measures taken to mitigate the additional cost;

j) the calculation of the net incremental loss.

5.8. If the substitute service differs from the original carriage in route, timing, type of vehicle, scope or Additional Services, the Customer shall separately identify the cost attributable to those differences.

5.9. These limitations do not apply to the extent prohibited by mandatory law, including in cases of intentional misconduct or any equivalent degree of fault whose consequences may not be contractually limited.

5.10. Clauses 5.1–5.9 do not apply to a withdrawal caused by circumstances attributable to the Customer and referred to, in particular, in Clauses 4.16–4.20 or Sections 7, 8, 9, 10 or 14, where withdrawal is a reasonable consequence of the relevant breach or change.

6. Authority of the Person Placing the Order

6.1. A person placing an Order on behalf of the Customer represents that he or she has the necessary authority to do so.

6.2. Total Transport may in good faith rely on that person's authority unless the circumstances clearly indicate otherwise.

6.3. If a person acts without authority or exceeds that authority and the purported Customer does not ratify the transaction, that person shall be liable to Total Transport to the extent permitted by applicable law.

7. Cargo Information and Special Requirements

7.1. Before Total Transport accepts an Order, the Customer shall provide complete and accurate information necessary for the safe and lawful performance of the carriage, including the type and quantity of Cargo, number of packages, actual weight, dimensions or loading metres, packaging, special characteristics, temperature requirements, ADR, excise and customs status, security requirements, and all necessary documents and permits.

7.2. The Customer is responsible for the accuracy of information provided by it or on its behalf by the consignor, consignee or any other person.

7.3. If the actual characteristics of the Cargo materially differ from those declared, Total Transport may suspend performance, refuse the Cargo before taking it over, require reloading, provide a different vehicle, revise the freight charge and/or recover reasonable additional costs.

7.4. For operational and charging purposes, Total Transport may verify the declared weight, dimensions, volume, loading metres and number of packages. Such verification does not alter the allocation of the burden of proof under the CMR.

7.5. The contents of closed packaging and the quantity of goods inside it are not deemed to have been checked merely because Total Transport has taken over the Cargo.

Standard Cargo

7.6. Unless otherwise expressly agreed, the freight charge is calculated on the basis that Standard Cargo will be carried in a standard vehicle.

Fragile Cargo and Special Handling

7.7. The Customer shall disclose, before acceptance of the Order and in accordance with Section 14, any special requirements concerning packaging, marking, handling or securing, including fragile, non-stackable or top-load-only status, restrictions on pressure from straps, special lifting points, edge protectors or limits on lashing force.

Right of Inspection

7.8. Total Transport may, but is not obliged to, reasonably inspect the external condition of the packaging, markings, documents and other externally verifiable characteristics.

7.9. Where necessary to comply with law, safety requirements or an instruction of a competent authority, Total Transport may arrange an inspection of the contents of the Cargo. Opening packaging or breaking a seal by, or on the instructions of, a public authority does not in itself constitute a breach by Total Transport.

Cargo Requiring Special Acceptance

7.10. The following Cargo, among other categories, shall be accepted only by separate agreement in Writing: cash, securities, precious metals and stones, works of art and antiques, live animals, human remains, weapons and ammunition, specially regulated waste, radioactive materials, temperature-controlled or particularly dangerous cargo, and any other cargo requiring unusual permits or security measures.

8. Customs, Sanctions and Legality of the Cargo

8.1. The Customer shall provide, in due time, all documents and information required for customs, transit, export, import, sanitary and other mandatory procedures.

8.2. The Customer is responsible for the accuracy of the commercial invoice, description of goods, HS or CN code, value, origin, MRN, T1 or T2 data, particulars of the parties, licences and permits supplied by it.

8.3. Total Transport is not obliged independently to investigate the accuracy of information supplied by the Customer unless such verification has been separately entrusted to it as a service.

8.4. The Customer warrants that the Cargo and the carriage are lawful and comply with all applicable sanctions, export, import and trade-control requirements.

8.5. Total Transport may suspend or decline the carriage where there are reasonable grounds to suspect a breach of mandatory law.

8.6. In a CMR Carriage, responsibility for documents and information required for customs formalities shall be governed by Article 11 CMR.

8.7. To the extent permitted by applicable law, the Customer shall indemnify Total Transport against reasonable, documented costs, payments and third-party claims directly resulting from the Customer's breach of this Section, except to the extent for which Total Transport is liable under mandatory law.

9. High-value and High-risk Cargo

9.1. If the actual commercial value of the Cargo exceeds EUR 100,000, the Customer shall, before acceptance of the Order, separately notify Total Transport in Writing that:

> **"THE VALUE OF THE CARGO EXCEEDS EUR 100,000"**

and shall state the actual value.

9.2. Merely stating the value in an invoice, packing list, CMR consignment note or other accompanying document does not replace such prior notice for the purpose of accepting a special contractual risk.

9.3. The Customer shall separately notify Total Transport where the Cargo is particularly theft-sensitive, including, without limitation, alcohol, tobacco products, mobile telephones, electronics, pharmaceuticals, high-value cosmetics, luxury goods, precious items and other readily marketable goods of high value.

9.4. Following such notice, Total Transport may require additional security measures, revise the freight charge, offer cargo insurance or decline the carriage.

9.5. In the absence of such notice, Total Transport shall not be deemed to have accepted any special contractual risk arising from the high value or heightened theft sensitivity of the Cargo. Any mandatory liability under the CMR remains unaffected.

Articles 24 and 26 CMR

9.6. A declaration of value under Article 24 CMR shall be effective only where the specific amount and applicable surcharge have been separately agreed in Writing and the declared value has been duly entered in the CMR consignment note.

9.7. A special interest in delivery under Article 26 CMR shall be effective only upon equivalent separate written agreement and proper entry in the CMR consignment note.

9.8. Expressions such as “cargo value”, “high value”, “urgent”, “JIT”, “time critical”, an invoice value or similar information do not, by themselves, constitute an agreement under Articles 24 or 26 CMR.

10. Excise, Dangerous and Temperature-controlled Cargo

Excise Goods

10.1. Where the Cargo is subject to excise duty, the Customer shall, before acceptance of the Order, separately state in Writing:

> **“EXCISE GOODS”**

10.2. Merely describing the goods as, for example, “alcohol”, “wine” or “tobacco” does not in itself amount to Total Transport accepting any special contractual risks arising from their excise status.

Dangerous Goods

10.3. The Customer shall accurately disclose in advance the nature and classification of the danger, the required precautions, and shall provide all ADR documentation.

10.4. In a CMR Carriage, the consequences of failure to provide the relevant information shall be governed by Article 22 CMR.

Temperature-controlled Cargo

10.5. Before placing the Order, the Customer shall state in Writing:

a) the required set point;

b) the permitted temperature range;

c) any pre-cooling requirements;

d) any ventilation requirements;

e) any other special instructions.

10.6. Total Transport shall use technically serviceable equipment and operate it in accordance with the agreed instructions.

10.7. Unless otherwise agreed, the agreed temperature parameter relates to the operating setting of the equipment and the air temperature within the load compartment and does not constitute a guarantee of the core or pulp temperature of the goods.

10.8. The consignor shall tender the goods at a temperature suitable for the agreed carriage unless pre-cooling of the goods themselves has been separately entrusted to Total Transport.

10.9. A temperature deviation alone does not automatically establish that the entire Cargo has been damaged.

10.10. Articles 17 and 18 CMR apply to CMR Carriage.

11. Delivery Periods, Contractual Delivery Point and Onward Logistics

11.1. The loading time is an indicative operational time unless separately accepted as a fixed and binding term.

11.2. Unless a Fixed Delivery Deadline has been separately agreed, the contractual delivery period shall run:

> **from the delivery date stated by the Customer until 23:59 on the second following calendar day.**

11.3. Delivery within that period does not constitute late delivery.

Fixed Delivery Deadline

11.4. A Fixed Delivery Deadline arises only through a separate, unambiguous written confirmation by an Authorised Representative of Total Transport.

11.5. For the avoidance of doubt, such confirmation must contain the words:

> **“FIXED DELIVERY DEADLINE ACCEPTED”**

or another wording which unambiguously confirms acceptance of the specific date and time as a fixed and binding deadline.

11.6. Acts and expressions that do not create a Fixed Delivery Deadline include, without limitation, those listed in Clause 4.8. An ETA, messages concerning a ferry or train, apologies, status updates and discussions of urgency also do not constitute such confirmation.

11.7. A Fixed Delivery Deadline does not, by itself, constitute a declaration of special interest in delivery under Article 26 CMR.

Contractual Delivery Point

11.8. Performance of the delivery obligation shall be determined exclusively by reference to the Contractual Delivery Point.

11.9. A later arrival date of the Cargo in another city, country, terminal, warehouse or at the Customer's end buyer does not alter Total Transport's Contractual Delivery Point.

Onward Connections

11.10. Where, after the Contractual Delivery Point, the Customer plans a vessel, ferry, train or flight connection, terminal cut-off, booking, local or onward delivery, exhibition, installation or production schedule, that subsequent operation does not in itself form part of Total Transport's contractual delivery period.

11.11. If the Customer wishes a particular onward connection or event to have the status of a special contractual term, it shall, before acceptance of the Order, separately disclose the relevant event or connection, the required deadline and the nature of the potential financial consequences. Such special risk arises only upon separate written acceptance by Total Transport.

11.12. Ferry, train, vessel and terminal schedules and ETAs are operational information and do not constitute a guarantee of a particular connection unless such obligation has been separately accepted.

11.13. This Section does not exclude liability mandatorily arising under the CMR or other applicable law; however, the Customer's downstream arrangement does not, in itself, create any increased or additional contractual liability of Total Transport.

Late Disclosure of A Special Purpose

11.14. Notice given after acceptance of the Order concerning an exhibition, event, production deadline, customer commitment, vessel, flight or train, downstream penalty or other special purpose of the Cargo does not amend the contract already concluded or increase Total Transport's liability without the separate written agreement of an Authorised Representative.

12. Customer's Contractual Penalties and Charges

12.1. The Customer's contractual penalties, fixed compensation, liquidated damages, administrative fees, deductions and other standard charges are governed by Clauses 4.4–4.8 and do not apply unless separately accepted in Writing by Total Transport.

12.2. A particular charge applies only where its basis, amount and application have been separately accepted in Writing. This Section does not limit any compensation mandatorily payable under the CMR or other mandatory law.

13. Indirect, Special and Downstream Losses

13.1. In respect of claims falling outside the CMR, and to the fullest extent permitted by mandatory law, Total Transport shall not be liable for loss of profit, loss of turnover, loss of customers, contracts or business opportunities, production stoppage, reputational loss, third-party penalties or any other indirect or consequential loss, except to the extent such compensation is mandatory under the CMR or other applicable law.

14. Packaging, Loading, Securing and Handling

14.1. Where the relevant operations are performed by the Customer, the consignor, the consignee or persons acting on their behalf, they shall be responsible for packaging, loading, positioning, weight distribution, securing and unloading to the extent permitted by the CMR and applicable law.

14.2. The packaging shall be suitable for the nature of the goods, the agreed route and the reasonably anticipated duration of the carriage, ordinary loading and unloading operations, and any agreed or reasonably foreseeable transshipment, cross-docking, multimodal or container handling.

14.3. In a CMR Carriage, the consequences of defective packaging, loading, stowage, securing, unloading or the inherent nature of the Cargo shall be governed by Articles 10, 17 and 18 CMR.

14.4. The driver's presence during loading does not constitute confirmation that concealed packaging or the internal arrangement of the Cargo is adequate.

14.5. Where loading and sealing take place without an opportunity for inspection, Total Transport does not confirm any contents or condition which could not objectively be inspected.

14.6. Total Transport may enter reasoned reservations in the CMR consignment note.

Special Securing Requirements

14.7. If ordinary cargo straps, standard securing methods or ordinary pressure upon the packaging are not permitted, the Customer shall notify Total Transport in Writing in advance of the prohibited securing method, required lashing points, maximum lashing force, need for edge protectors and any other special securing instructions.

14.8. The Customer shall ensure appropriate marking where the restriction cannot reasonably be identified by visual inspection.

Right to Refuse Unsafe Cargo

14.9. Before taking over the Cargo, Total Transport may refuse loading or require defects to be remedied where the packaging or marking is manifestly inadequate, or the condition, loading or securing of the Cargo is unsafe.

14.10. The Customer shall bear the cost of any reasonable waiting time and other expenses arising from the remedy of such defects unless the defects were caused by Total Transport.

Physical Operations

14.11. Unless otherwise expressly agreed, the Services do not include manual loading or unloading, movement of goods within premises, tail-lift service, use of a pallet truck, forklift or crane, unpacking, installation or any other special physical operation.

15. Pallets, Returnable Packaging and Loading Premises

15.1. Total Transport assumes no obligation to exchange, return or maintain balances of EUR or EPAL pallets, gitterboxes or other returnable packaging unless separately agreed in Writing.

15.2. Pallet debts and pallet penalties imposed by the Customer do not apply unless separately agreed.

15.3. The Customer shall ensure safe access and safe working conditions.

15.4. The Customer shall compensate Total Transport for documented damage to a vehicle, trailer or equipment caused by machinery or personnel of the Customer, consignor or consignee.

15.5. The Customer shall reimburse reasonable and exceptional cleaning or decontamination costs directly caused by the characteristics of the Cargo, unless such costs form part of the ordinary performance of the carriage.

16. Changes to Instructions and COD

16.1. Once the Cargo has been taken over, any change to the consignee, place of delivery or other instructions shall be made in accordance with the CMR.

16.2. Any material new instruction shall be issued in Writing by a person entitled to dispose of the Cargo.

16.3. The driver is not obliged to act upon an oral instruction changing the consignee or place of delivery.

16.4. Total Transport may verify the authenticity of any unusual or potentially fraudulent instruction.

16.5. Reasonable time required for such verification does not in itself constitute culpable delay.

16.6. The Customer shall immediately notify Total Transport of any compromise of its e-mail, account or freight exchange platform credentials.

COD

16.7. Total Transport assumes no obligation to collect cash on delivery or any other payment unless separately agreed in Writing.

16.8. Where COD has been properly agreed, Article 21 CMR shall apply.

17. Subcontracting, Transshipment and Multimodal Transport

17.1. Unless otherwise expressly agreed, Total Transport may use actual carriers and other subcontractors and may use transshipment, cross-docking, a change of vehicle, intermediate storage, containerisation, ferry, sea, rail or any other reasonably necessary transport leg.

17.2. Use of any such arrangement does not in itself constitute a breach of contract.

17.3. This provision does not reduce any liability imposed upon Total Transport for persons engaged by it under mandatory law, including Article 3 CMR.

Multimodal and Combined Transport

17.4. Where the vehicle containing the Cargo is carried by another mode of transport without unloading the Cargo and the conditions of Article 2 CMR are met, liability shall be determined in accordance with that Article.

17.5. Where the Cargo is physically unloaded from the road vehicle and then carried by another mode of transport, the application of the CMR to the relevant leg shall be determined by the CMR itself and mandatory law.

17.6. Where the place at which loss, damage or delay occurred is reliably established as a separate non-road leg, any mandatory rules and international conventions governing that leg shall apply where applicable.

17.7. Where the place at which the relevant loss, damage or delay occurred cannot be established, these Terms and the law identified in Section 32 shall apply, subject to any mandatory international transport regime.

18. Claims, Evidence and No Admission

18.1. Complete Claims submitted for voluntary out-of-court consideration shall be sent to:

> **legal@totaltransport.lv**

18.2. This requirement does not affect the legal consequences of reservations or notices duly made under the CMR.

18.3. A Claim shall state the Order number, include the CMR consignment note or POD, identify the claimant and its legal standing, provide a chronology of the event and the specific basis of alleged liability, state the exact amount and currency claimed, include an itemised calculation and documents supporting each component, and provide evidence of causation.

18.4. For a complete review, the Customer shall provide all reasonably available evidence necessary to establish the condition, quantity, weight and value of the Cargo, the timing and circumstances of the event, the nature and cause of the loss, causation, the actual net loss, residual value, the possibility of repair, repacking, reconditioning or resale, mitigation and legal standing, including the applicable documents listed in Sections 19–21.

18.5. A debit note, penalty invoice, damage invoice, credit note, internal report, photograph or any other individual document does not, by itself, prove liability, causation, the amount of loss or legal standing.

Photographic Evidence

18.6. In the event of damage or shortage, the Customer shall provide all available photographs and video recordings taken during loading, delivery, unloading, unpacking and at the time of discovery.

18.7. In the case of apparent damage, the Customer shall, where reasonably possible, ensure that photographs are taken before any material movement of the Cargo or alteration of its condition.

18.8. Where applicable, the photographs shall show the Cargo inside the vehicle, its position and the damage, the packaging, pallets and securing, labels and seals, the load compartment and any other relevant circumstances.

18.9. The absence of photographs does not, in itself, extinguish any right under the CMR, but may be taken into account when assessing whether a Claim has been substantiated for voluntary settlement.

Preservation of Evidence

18.10. The Customer shall reasonably preserve the Cargo, packaging, pallets, seals, electronic records and other evidence until Total Transport, its insurer or a surveyor has been given a reasonable opportunity to inspect them.

18.11. The Customer shall preserve any potential rights of recourse against other responsible persons.

18.12. If, without objective necessity, the Customer destroys, disposes of or materially alters the Cargo before a reasonable opportunity for inspection has been provided, Total Transport may, for the purposes of out-of-court consideration, treat as unproven those elements of quantity, condition, cause or amount of loss which can no longer be objectively verified as a result. This Clause does not alter the mandatory allocation of the burden of proof under the CMR.

No Admission and Settlement Authority

18.13. Receipt of a Claim, a request for documents, notice to an insurer, a survey or settlement discussions do not constitute an admission of liability.

18.14. In particular, an apology, an offer to discuss compensation or a preliminary amount, operational correspondence, a dispatcher’s message, an alternative solution or an attempt to preserve a commercial relationship does not constitute an admission of liability or a final settlement.

18.15. A binding settlement arises only from a final agreement in Writing or express written confirmation of its terms by an Authorised Representative of Total Transport.

18.16. Until a reasonably necessary set of documents has been received, Total Transport may treat the Claim as insufficiently documented for voluntary settlement.

19. Pass-through Claims and Third-party Claims

19.1. Where the Customer claims an amount originally asserted or incurred by a third party, it shall provide documents establishing the complete chain of the claim.

19.2. Such documents shall include, as applicable, details of the person who originally suffered the loss and its ownership or other economic interest, the original claim, the contract between that person and the Customer, the basis of the Customer’s liability, the calculation, proof of payment or a final and binding obligation to pay, and the legal basis on which the Customer is entitled to claim the corresponding amount from Total Transport.

Downstream Obligations

19.3. Where the Customer seeks reimbursement from Total Transport of a contractual penalty, liquidated damages, fixed compensation, downstream charge, special contractual compensation or any other increased contractual liability owed to its own counterparty, the Customer shall prove that the obligation existed before the event, its exact terms, the applicable date and time, the basis and calculation of the amount, and that the relevant special risk was clearly disclosed to Total Transport before acceptance of the Order and separately accepted by Total Transport in Writing.

19.4. An obligation of the Customer to a third party which provides for an earlier deadline, stricter regime, higher penalty, increased liability or other terms exceeding those accepted by Total Transport does not, in itself, increase Total Transport’s contractual liability.

19.5. Clauses 19.3 and 19.4 do not limit the right of a person with the relevant legal standing to prove loss which, independently of such downstream contractual terms, is directly recoverable under the CMR or other mandatory law. The basis, heads and limits of such compensation shall be governed by the relevant mandatory legal regime.

Voluntary Concessions by the Customer

19.6. A payment, credit note, discount, rebate, waiver, settlement or other commercial concession voluntarily granted by the Customer to a third party without Total Transport's prior written consent does not bind Total Transport, does not constitute an admission of its liability and does not, by itself, prove the amount or reasonableness of the loss.

19.7. The Customer shall disclose rebates, salvage proceeds and other compensation, and shall disclose information regarding any insurance payment solely to the extent provided in Clauses 22.8–22.10. The same person may not recover the same claim twice.

20. Loss, Shortage, Damage and Chain of Custody

Condition before Carriage

20.1. For a cargo Claim, the Customer shall provide, as applicable, loading photographs or reports, the warehouse release report, tally or count sheet, QC, QA or pre-shipment inspection records, evidence of packaging, the seal number, packing list and weight records.

Condition upon Delivery

20.2. Evidence of condition upon delivery shall include, as applicable, the CMR consignment note or POD containing reservations, warehouse receiving or damage reports, the unloading tally, seal details, photographs, arrival and unloading times, and details of the person who discovered the damage.

Chain of Custody

20.3. In the event of transshipment, cross-docking, warehousing, containerisation, a change of vehicle or the involvement of several carriers, the Customer shall provide all reasonably available documents for each stage, including CMR consignment notes or waybills, transfer receipts, inbound and outbound warehouse reports, loading and unloading reports, seal records, photographs, reservations, and the date and time of each transfer.

20.4. To the extent the information is available to it, the Customer shall identify the persons who carried out the initial loading, each transshipment, warehousing, securing or restowage, and final unloading.

Discrepancy between the POD and A Later Claim

20.5. If the quantity or extent of damaged or missing Cargo claimed later exceeds the quantity or extent recorded at delivery in the CMR consignment note, POD or damage report, the Customer shall state when and in what circumstances the additional loss was discovered, provide the relevant evidence and demonstrate compliance with the applicable CMR rules on non-apparent damage.

Itemised Schedule

20.6. Where several units or product lines are involved, the Customer shall provide an itemised schedule stating the SKU or description, quantities shipped, delivered, damaged or missing, the relevant weight, unit value, type of damage and amount claimed.

Value and Weight

20.7. Value shall be evidenced by a purchase invoice, sales invoice, purchase contract or order, or other objective documents.

20.8. Where weight is relevant to the calculation of liability, the Customer shall provide the weight of the damaged or lost part of the Cargo.

Survey

20.9. In the event of substantial damage or partial loss, an independent survey report shall be provided for the purposes of voluntary settlement where obtaining one is objectively possible and reasonable.

20.10. Where applicable, the survey shall establish the nature and extent of damage, probable cause, repairability, options for repacking or reconditioning, residual or salvage value and the actual loss.

20.11. The absence of a survey does not, in itself, extinguish a Claim under the CMR.

Repair, Salvage and Disposal

20.12. Claimed repair, repacking, sorting or reconditioning costs shall be supported by a quotation, invoice and, where reimbursement of an incurred expense is sought, evidence of payment.

20.13. The Customer shall disclose the residual value, available salvage options and the actual sale price of damaged goods.

20.14. Where goods are destroyed, the Customer shall provide objective grounds establishing the need for destruction, the relevant quantity and weight, a destruction certificate, photographs taken before destruction and the disposal invoice.

20.15. Immediate disposal without prior inspection is permitted where objectively necessary by law, for safety reasons, under an order of a competent authority or to prevent material further loss.

Rejection or Cancellation of the Underlying Sale

20.16. A decision by the consignee, warehouse or buyer to classify the Cargo as “rejected”, “non-conforming” or “not saleable”, or to withdraw from the underlying transaction, does not by itself prove a total loss of economic value.

20.17. Where the Customer relies upon cancellation of the underlying sale or a refund to its buyer, it shall provide the relevant contract or order, notice of cancellation or rejection, credit note, proof of refund or final obligation to make the refund, and documents evidencing the actual residual value.

Shortage, Theft and Temperature Claims

20.18. In the event of shortage, the Customer shall provide loading and receiving tallies, seal details, weight records and inventory records.

20.19. In the event of theft, the Customer shall provide the police report or reference number, a list and value of the stolen items, weight records, seal, security and CCTV data, and information regarding any recovery.

20.20. For a temperature Claim, the Customer shall provide the product specification, permitted range, set point, temperature before loading, raw logger data, refrigeration unit data, calibration documents and QC or laboratory evidence of the damage caused.

21. Delay and Financial Loss

21.1. Delay shall be determined by reference to the period accepted by Total Transport and the Contractual Delivery Point.

21.2. A subsequent arrival time at another location does not alter the period of delay attributable to Total Transport.

CMR Reservations

21.3. In a CMR Carriage, reservations and time limits shall be governed by Article 30 CMR.

21.4. No compensation for delay shall be payable unless a written reservation has been made within the 21-day period prescribed by the CMR.

21.5. Compliance with the time limit does not, by itself, prove liability or loss.

Delay Claim Documentation

21.6. For a delay Claim, the Customer shall provide the Order and confirmation, the agreed contractual delivery period, evidence of a Fixed Delivery Deadline where relied upon, actual arrival and delivery data, CMR, POD or gate records, the written reservation, an itemised financial calculation, documents proving actual loss and evidence of causation.

Production Shutdown

21.7. A claim for production stoppage or disruption shall additionally be supported by the production schedule and logs, the exact time and duration of the stoppage, stock and inventory records, evidence of the absence of substitute stock and availability of alternative supply, a calculation of actual additional costs, evidence of actual financial loss and causation specifically linking that loss to Total Transport’s delay.

21.8. A mere statement by the Customer or a third party that production “stopped” is not sufficient evidence of the amount of loss.

Third-party Penalties

21.9. Where a delay Claim is based on a third-party penalty or charge, the requirements of Section 19 also apply.

Amount of Compensation under the CMR

21.10. Where the CMR applies, the Customer must prove the actual loss caused by the delay.

21.11. Compensation shall be determined under Article 23(5) CMR and, as a general rule, shall not exceed the carriage charges.

21.12. Additional compensation is available only in the cases expressly permitted by the CMR, including a valid special interest in delivery under Article 26.

21.13. The use in a Claim of terms such as “gross negligence”, “wilful misconduct” or any equivalent characterisation does not, in itself, establish the grounds referred to in Article 29 CMR. Whether such grounds exist shall be determined by the facts and the applicable law in accordance with Article 29 CMR.

22. Mitigation, Net Loss and Avoided Costs

22.1. Compensation shall be calculated by reference only to the net economic loss proven under the applicable liability regime.

22.2. In determining net loss, all costs not incurred and costs saved shall, where applicable, be taken into account and deducted, including the original freight charge, recoverable VAT and other recoverable taxes, salvage or resale proceeds, rebates, credit notes and other compensation received, excluding insurance payments, which are governed by Clauses 22.8–22.10.

22.3. In the case of substitute carriage, any potential claim shall be determined in accordance with Clauses 5.4–5.8, including deduction of the original freight charge and other costs saved.

22.4. The Customer shall take reasonable measures to prevent an increase in loss to the extent required by applicable law.

22.5. In the case of damage, repair, repacking, alternative use, discounted sale and residual value shall be taken into account to the extent permitted by the applicable compensation regime.

22.6. The full value of the Cargo shall not automatically be treated as the loss where the Cargo retains economic value, unless the CMR requires a different result.

22.7. Where the full value is voluntarily compensated, settlement may be conditional upon transfer of the salvage to Total Transport or its insurer.

22.8. Receipt of an insurance payment does not, in itself, reduce Total Transport’s liability or confer upon Total Transport any benefit arising from insurance maintained by the Customer or another interested party.

22.9. Upon reasonable request, the Customer shall disclose the existence of an insurance payment only to the extent necessary to identify the holder of the Claim, determine whether subrogation or another transfer of the Claim has occurred, and establish the part of the Claim remaining with the original right-holder.

22.10. These provisions do not prevent lawful subrogation by an insurer and do not restrict any Claim transferred to an insurer by operation of applicable law.

23. Limitation Periods

23.1. The limitation period for claims falling within Article 32 CMR shall be governed by that Article.

23.2. The general CMR limitation period is one year and, in the cases specified in Article 32, three years.

23.3. Commencement of the limitation period shall be determined by the CMR.

23.4. A Claim in Writing shall suspend the limitation period in accordance with Article 32(2) CMR until it is rejected in Writing and the documents attached to it which are to be returned have been returned.

23.5. A repeated Claim concerning the same subject matter does not suspend the limitation period again unless mandatory law provides otherwise.

23.6. A time-barred CMR claim may not be relied upon by way of counterclaim or set-off in the circumstances specified in Article 32(4) CMR.

24. CMR, POD and Documents Required for Invoicing

24.1. Performance of the carriage and entitlement to issue an invoice may be evidenced by an electronic copy, scan or legible photograph of the CMR consignment note, an electronic POD or another agreed electronic proof of delivery.

24.2. An original CMR consignment note is not required unless separately agreed in Writing.

24.3. The obligation to pay an invoice arises once the invoice and electronic CMR consignment note or POD have been sent through the agreed electronic channel.

24.4. A standard term of the Customer under which the payment period begins only upon receipt of the original CMR consignment note does not apply unless separately accepted by Total Transport.

25. Freight, Cargo Claims, Debit Notes and Set-off

25.1. The freight charge remains payable irrespective of any Claim.

25.2. A cargo Claim, damage reservation, rejection of the Cargo, refusal by the consignee, cancellation of the underlying sale or downstream claim does not, in itself, cancel Total Transport's invoice, suspend the payment period, reduce the freight charge or create any right of withholding or automatic set-off.

25.3. Any mandatory right under the CMR to recover carriage charges or to take such charges into account shall be determined as part of the relevant CMR compensation calculation and does not entitle the Customer unilaterally to cancel an invoice.

25.4. The Customer may not unilaterally withhold the freight charge, reduce an invoice, deduct a debit note or set off a disputed Claim, except where such right cannot be restricted under mandatory law.

25.5. A disputed Claim shall not constitute an established debt of Total Transport unless it has been acknowledged in Writing by Total Transport or determined by a final and binding decision of a competent court or tribunal.

25.6. Set-off is permitted only in respect of a Claim acknowledged or finally determined and to the extent permitted by mandatory law.

25.7. Naming a third party as payer does not release the Customer from its payment obligation until payment has been received in full, unless Total Transport has separately agreed to release the Customer.

25.8. The Customer shall bear its own bank charges.

25.9. Total Transport may assign or entrust to third parties for collection any monetary claims for freight charges and other amounts due to it, where permitted by applicable law.

26. Late Payment and Credit Limit

26.1. Where an invoice is not paid when due, the Customer shall be in default without further notice in the circumstances provided by applicable law.

26.2. Contractual default interest, which the parties expressly agree is interest and not a contractual penalty, shall accrue on the outstanding amount of each unpaid invoice at the rate of 0.5% per calendar day, from the calendar day following the due date until payment in full, to the maximum extent permitted by mandatory applicable law. If that rate is unenforceable in whole or in part, interest shall accrue at the highest rate permitted by mandatory applicable law or, where applicable, at the statutory rate for late payment in commercial transactions.

26.3. Total Transport may claim any fixed compensation for recovery costs prescribed by applicable law and any other recoverable costs.

26.4. A cargo Claim does not stop interest accruing on unpaid freight charges.

26.5. Where any amount is overdue or the Customer's creditworthiness materially deteriorates, Total Transport may decline new Orders, require prepayment or security, shorten the credit period and/or suspend Services which have not yet commenced.

26.6. Total Transport may establish and amend the Customer's credit limit by reference to its payment history and credit risk.

26.7. Once the credit limit is reached, Total Transport may require payment or security before accepting or performing further carriage.

27. Waiting Time, Additional Operations and Cancellation by the Customer

27.1. Unless otherwise agreed, two hours shall be free of charge at the place of loading and a separate two hours at the place of unloading.

27.2. Any subsequent waiting time shall be charged at the agreed rate or in accordance with Total Transport's applicable tariff.

One Loading Point and One Unloading Point

27.3. Unless otherwise expressly agreed, the freight charge includes:

> **one loading operation at one address and one unloading operation at one address.**

27.4. An additional stop, collection, delivery, redelivery or change of address constitutes an Additional Service and may result in an adjustment of the freight charge and delivery period.

External Costs

27.5. The freight charge is calculated on the basis of mandatory costs reasonably known at the time of confirmation.

27.6. New or materially increased mandatory governmental charges, tolls, ferry or tunnel charges or permit costs arising after acceptance, which could not reasonably have been taken into account, may be charged to the Customer at actual cost where permitted by applicable law.

27.7. The Customer shall bear additional costs arising from inaccurate information, the Cargo not being ready, missing documents, queues, or acts or omissions of the Customer, consignor or consignee.

Cancellation by the Customer

27.8. If the Customer cancels a confirmed Order less than 24 hours before loading, it shall compensate Total Transport for reasonable, documented costs and losses up to 50% of the agreed freight charge.

27.9. If the vehicle has already been dispatched to or arrived at the loading point, compensation for reasonable costs and losses may amount to the full agreed freight charge.

27.10. Expiry of chargeable waiting time does not oblige the vehicle to remain available indefinitely.

28. Impediments to Performance and Delivery

28.1. Where an impediment to carriage or delivery arises, Total Transport may request instructions from the person entitled to dispose of the Cargo.

28.2. The Customer shall assist in obtaining such instructions without delay.

28.3. If instructions are not provided, Total Transport may act in accordance with Articles 14–16 CMR and applicable law, including, where permitted, unloading, storage, return, redelivery, sale and any other reasonable measure.

28.4. The Customer shall bear the reasonable costs unless the impediment was caused by a circumstance for which Total Transport is liable.

29. Freight Exchange Platforms

29.1. These Terms also apply to carriage agreed through TIMOCOM, Trans.eu, Teleroute, Cargo.LT, Wtransnet and other freight exchange platforms.

29.2. Use of a platform does not, by itself, constitute Total Transport's agreement to increased liability, the Customer's contractual penalties, binding mediation, arbitration or the binding effect of a unilateral platform decision concerning a disputed Claim.

29.3. Platform rules separately accepted by Total Transport in its relationship with the platform operator govern that relationship but do not, by themselves, increase Total Transport's contractual liability to the Customer.

29.4. A platform complaint, mediation, rating or debt-collection process does not establish liability or the amount of loss, convert a disputed Claim into an undisputed debt or suspend payment of the freight charge. The Customer may not present a Claim disputed by Total Transport to the platform as an acknowledged or undisputed debt.

30. Assignment of Customer Claims

30.1. To the fullest extent permitted by applicable law, the parties expressly agree that contractual claims of the Customer against Total Transport arising from a particular Order or related Services are personal to the Customer and may not be contractually assigned to a third party without Total Transport's prior written consent.

30.2. Without Total Transport's prior written consent, the Customer may not transfer a disputed contractual claim to a debt collector, factoring company, freight exchange platform or other third party for enforcement in that third party's own name as an acquired claim, where such restriction is permitted by applicable law.

30.3. This Section does not restrict representation of the Customer by a duly appointed representative, lawful subrogation by an insurer, transfer of a claim by operation of law, or any assignment which mandatory law does not permit the parties to prohibit.

30.4. Where a claim is validly transferred, the transferee acquires it only to the extent it existed in the hands of the original creditor and subject to all objections, defences and limitations which Total Transport could have raised against the original creditor.

31. Liability and Insurance

Liability under the CMR

31.1. Total Transport's liability for loss, damage and delay in a CMR Carriage shall be governed by the CMR.

31.2. The amount of compensation shall be determined under the CMR, including Articles 23–26.

31.3. A declaration of value and special interest in delivery are governed by Clauses 9.6–9.8; a mere statement of invoice value does not create either regime.

31.4. Carrier's liability insurance is not cargo insurance for the Customer, does not guarantee recovery of the full commercial value and does not increase Total Transport's contractual liability.

31.5. Cargo insurance shall be arranged only by separate agreement in Writing.

31.6. In the event of a non-contractual claim, the protections available under Article 28 CMR shall apply.

31.7. Interest on compensation under the CMR shall be governed by Article 27 CMR.

31.8. Total Transport may not rely upon the exclusions or limitations of the CMR in the circumstances specified in Article 29 CMR.

31.9. No provision of these Terms shifts the burden of proof contrary to the CMR or confers upon Total Transport the benefit of insurance in breach of Article 41 CMR.

Road Carriage outside the CMR

31.10. Where a road carriage does not fall within the scope of the CMR, Total Transport's liability shall be governed by the mandatory provisions of the national transport law applicable to that carriage, these Terms and other applicable contract law.

31.11. To the extent the applicable national transport law permits contractual regulation, the provisions of these Terms concerning direct and indirect loss, proof of loss, mitigation and net loss, salvage and residual value, contractual penalties, pass-through Claims, set-off and withholding, and the Claims procedure shall also apply to such carriage.

31.12. Nothing in these Terms limits Total Transport's liability to the extent such limitation is prohibited by mandatory national transport law.

Additional Services outside the CMR Transport Regime

31.13. Where a particular Additional Service is not governed by the CMR or another mandatory transport regime, Total Transport's liability shall, to the fullest extent permitted by mandatory law, be limited to proven direct loss and shall not exceed twice the agreed remuneration for that Additional Service. If no separate remuneration has been agreed, the limit shall be the freight charge agreed for the relevant Order.

31.14. The limitation does not apply to liability which may not be limited under mandatory law, including intentional misconduct, gross negligence, death or personal injury, and any other mandatory exception.

32. Governing Law and Jurisdiction

32.1. The CMR applies to CMR Carriage.

32.2. Matters not governed by the applicable CMR, or left by it to national law, and, subject to Clause 31.10, the parties' other relations shall be governed by the law of the Republic of Latvia to the fullest extent permitted by applicable conflict-of-laws rules and mandatory transport law.

32.3. The choice of Latvian law does not exclude any mandatory rules applicable irrespective of the parties' choice of law.

32.4. The parties agree that the courts of the Republic of Latvia shall be a competent forum.

32.5. For CMR disputes, this choice operates within Article 31 CMR and does not exclude any other competent forum made available to the claimant by Article 31 which cannot validly be excluded by agreement.

32.6. For disputes falling outside the jurisdictional regime of the CMR, the courts of the Republic of Latvia shall have exclusive jurisdiction to the fullest extent permitted by law.

32.7. A standard term of the Customer providing for a foreign court, arbitration or mandatory mediation does not apply without Total Transport's separate written agreement.

32.8. If arbitration is separately agreed for a CMR dispute, the arbitration agreement must comply with Article 33 CMR.

33. Final Provisions

33.1. Invalidity of any provision does not affect the remaining provisions of these Terms. Where a provision concerns a matter governed by a mandatory rule of the CMR or other law, it shall apply only to the extent permitted.

33.2. Failure by Total Transport to exercise any right on one occasion does not constitute a waiver of that right on any later occasion.

33.3. These Terms may be published in several languages.

33.4. In the event of any discrepancy between official language versions, the English version shall prevail unless mandatory law or a separate agreement requires otherwise.

Company Details

SIA "Total Transport"

Registration No. 42103106068

Jelgavas ceļš 20, Tīraine, Mārupes pag., Mārupes nov., LV-2167

Latvia · Claims: legal@totaltransport.lv

Appendix 1. Recommended Minimum Order Confirmation Wording

The wording below is recommended rather than mandatory. Equivalent wording may be used, provided that it clearly incorporates the applicable version of these Terms, rejects the Customer's additional or conflicting terms, and requires any deviation to be expressly accepted in Writing by an Authorised Representative of Total Transport.

Total Transport confirms this Order exclusively subject to the General Terms and Conditions of SIA "Total Transport", Version 1.3, effective from 15 October 2026, available at [LINK]. From the Customer's Order,

Total Transport accepts only the agreed freight charge, payment term, loading address, Contractual Delivery Point, delivery period, cargo type and cargo weight. All other terms of the Customer are expressly rejected. Any deviation is valid only if expressly and individually accepted in Writing by an Authorised Representative of Total Transport.

Unless a Fixed Delivery Deadline is expressly accepted in Writing, the delivery period shall be determined under Clause 11.2. This confirmation is subject to the five-hour Carrier Cancellation / Capacity Confirmation Window under Clause 4.11.